

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

REPUBLIC WINDOWS & DOORS, LLC,

Debtor.

Chapter 7

Case No. 08-34113

Hon. Jacqueline P. Cox

Hearing Date: August 20, 2013

Hearing Time: 9:30 a.m.

**NOTICE OF FINAL PPLICATION FOR
COMPENSATION AND REIMBURSEMENT OF EXPENSES
OF THE LAW OFFICE OF WILLIAM J. FACTOR, LTD. AND
BANKRUPTCY SERVICES GROUP**

PLEASE TAKE NOTICE that on July 23, 2013, The Law Office of William J. Factor, Ltd. and Bankruptcy Services Group (the “*Applicants*”) filed their *Final Application for Compensation and Reimbursement of Expenses of The Law Office of William J. Factor, Ltd. and Bankruptcy Services Group* (the “*Application*”) with the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division. In the Application, the Applicants seek compensation in the amount of \$131,352.00¹ and reimbursement of expenses in the amount of \$14,972.04 and final allowance of the following amounts, which are inclusive of the foregoing:

	FactorLaw	BSG
Pre-Litigation ²	\$0.00	\$52,798.06
Account Receivables and Preference Litigation	\$51,977.07, plus a maximum of \$2,058 to the extent further settlement monies are collected.	\$51,977.07
Fraudulent Transfer Litigation	\$225,390	\$0.00
Hanson's Litigation	\$75,000.00	\$37,500.00
Expenses	\$14,703.70	\$268.34

¹ In addition, The Law Office of William J. Factor, Ltd. is seeking final allowance of 12% of any future amounts recovered from defendants who have settled with the Estate and are on payment plans without further order of Court in the maximum amount of \$2,058.00.

² Capitalized terms have the meaning ascribed thereto in the Application.

TOTALS:	\$367,070.77 (does not include the possible additional \$2,058)	\$142,543.47
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PLEASE TAKE FURTHER NOTICE that a hearing to consider the Application will be held before the Honorable Jacqueline P. Cox, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in Courtroom 680, located at 219 South Dearborn Street, Chicago, Illinois 60604, **on August 20, 2013, at 9:30 A.M. prevailing Central Time**, or as soon thereafter as the undersigned counsel may be heard.

Dated: July 23, 2013

**THE LAW OFFICE OF WILLIAM J.
FACTOR, LTD. and BANKRUPTCY
SERVICES GROUP**

By: /s/ Sara E. Lorber

William J. Factor (6205675)
Sara E. Lorber (6229740)
David P. Holtkamp (6298815)
**THE LAW OFFICE OF
WILLIAM J. FACTOR, LTD.**
105 W. Madison St., Ste. 1500
Chicago IL, 60602
Tel: (847) 239-7248
Fax: (847) 574-8233
Email: wfactor@wfactorlaw.com
slorber@wfactorlaw.com
dholtkamp@wfactorlaw.com

CERTIFICATE OF SERVICE

I, Sara E. Lorber, hereby certify that on July 23, 2013, pursuant to Section II, B, 4 of the Administrative Procedures for the Case Management/Electronic Case Filing System and Fed.R.Civ.P. 5(a), I caused copies of the forgoing *Notice* and the *Final Application for Compensation and Reimbursement of Expenses of The Law Office of William J. Factor, Ltd. and Bankruptcy Services Group* to be served upon the parties identified on the attached Service List by either through the Court's Electronic Notice for Registrants or by U.S. Mail, as indicated thereon

/s/ Sara E. Lorber

SERVICE LIST

REGISTRANTS IN THE CASE

(Service through ECF)

Pete V Albanis	palbanis@tsmp.com
Josef S. Athanas	josef.athanas@lw.com, chefiling@lw.com
Robert B Baker	rbaker@sbchicago-law.com, lsurdyk@sbchicago-law.com;
	jkachoyeanos@sbchicago-law.com
Barbara Becker	barbara.becker@lw.com, chefiling@lw.com
Richard M Bendix	rbendix@dykema.com, nrakunas@dykema.com
Michele J Braun	mbraun@wfactorlaw.com
William R. Brodzinski	wbrodzinski@mrvlaw.com
Jennifer S Burt	jburt@askounisdarcy.com
Erin M Casey	erin.casey@goldbergkohn.com
Leland H Chait	lchait@sflp-law.com
Scott R Clar	sclar@craneheyman.com, mjoberhausen@craneheyman.com,
	asimon@craneheyman.com
Patrick A Clisham	patrickclisham@hotmail.com
William J Connelly	wconnelly@hinshawlaw.com
Eugene Crane	ecrane@craneheyman.com, mjoberhausen@craneheyman.com,
	gheyman@craneheyman.com
Jonathan M. Cyrluk	jcyrluk@sdrlegal.com, edocket@sdrlegal.com,
	hbasker@sdrlegal.com, mmoran@sdrlegal.com,
	ktraynor@sdrlegal.com
Michael J. Davis	mdavis@springerbrown.com, davislaw80@gmail.com
Shelly A. DeRousse	sderousse@stahlcowen.com, cgarcia@stahlcowen.com
Spencer P Desai	sdesai@desailawfirmllc.com, whickey@desailawfirmllc.com
Michael K Desmond	mdesmond@fslegal.com
Maria A Diakoumakis	mdiakoumakis@dykema.com, DocketCH@dykema.com
Faith Dolgin	faith.dolgin@illinois.gov
Robert L Doty	robert.doty@ohioattorneygeneral.gov
Devon J Eggert	degert@freebornpeters.com, bkdocketing@freebornpeters.com
Lynn A. Ellenberger	lellenberger@shesksylaw.com, sfdoctet@shesksylaw.com
William J Factor	wfactor@wfactorlaw.com,
Mark I Fishbein	mfishbein@wolinlaw.com
Joseph D Frank	jfrank@fgllp.com, ccarpenter@fgllp.com,
	knewman@menterlaw.com; jkleinman@fgllp.com
Neil P Gantz	neilgant@yahoo.com, negrita0615@yahoo.com
Frances Gecker	fgecker@fgllp.com
Steven H Gistenson	sgistenson@dykema.com, kwilgus@dykema.com
David A. Golin	dagolin@arnstein.com, mgonzalez@arnstein.com
Joshua D Greene	jgreene@springerbrown.com, sellis@springerbrown.com
Christopher S Griesmeyer	cgrismeyer@grglegal.com
Amy J Hansen	ahansen@lynchandstern.com
David R Herzog	drhlaw@mindspring.com, herzogschwartz@gmail.com
David Paul Holtkamp	dholtkamp@wfactorlaw.com, nb@wfactorlaw.com

Christopher P Hughes	chughes@gwclaw.com
Jennifer L Johnson	jjohnson@zwcwlaw.com, vblazina@zwcwlaw.com
Georgia L. Joyce	gjoyce@cmn-law.com, cbrown@cmn-law.com
Randall Klein	randall.klein@goldbergkohn.com, amy.halpin@goldbergkohn.com, logan.stortz@goldbergkohn.com
Raymond M Krauze	rkrauze@brycedowney.com
Micah R Krohn	mkrohn@fgllp.com, ccarpenter@fgllp.com; rheiligman@fgllp.com
Matthew C Kromm	mkromm@pwolaw.com
Patrick S Layng	USTPRegion11.ES.ECF@usdoj.gov
Phillip D Levey	levey47@hotmail.com, plevey@ecf.epiqsystems.com
Scott Lewis	slewis@chapman.com
Ryan Liska	rliska@theniewgroup.com
Terri M Long	Courts@tmlong.com
Sara E Lorber	slorber@wfactorlaw.com, nb@wfactorlaw.com
Daniel F Lynch	dan@lynchandstern.com, docketing@lynchandstern.com ahansen@lynchandstern.com, jkaplan@lynchandstern.com, cferber@lynchandstern.com
Michael Lynch	mjlynchlaw@aol.com
Eric J Malnar	emalnar@stahlcowen.com
James M McArdle	jmcardle@wfactorlaw.com
Timothy J. McGonegle	tmcgonegle@comcast.net
Daniel C Meenan	dcmjd@aol.com
Charles J. Muhl	charles.muhl@nlrb.gov
Steven L Nelson	snelson@snyderpark.com
Susan J. Notarius	snotarius@Klueverplatt.com, nparikh@klueverplatt.com
Gregory Otsuka	gregoryotsuka@paulhastings.com
Michael Palermo	palermo@palermolaw.com
Jeffrey K. Paulsen	jpaulsen@wfactorlaw.com, nb@wfactorlaw.com
Ann E Pille	ann.pille@dlapiper.com, apille@reedsmith.com
Caroline A Reckler	caroline.reckler@lw.com, chefiling@lw.com, elizabeth.arnold2@lw.com
Gabriel Reilly-Bates	gbates@shesfskylaw.com, sfdocket@shesfskylaw.com
Michael R Richmond	mrichmond@hellerrichmond.com
Adam B. Rome	arome@grglegal.com, abernath@grglegal.com
Patrick F Ross	pfross@uhlaw.com, kburde@uhlaw.com, rjanczak@uhlaw.com, TEFiester@uhlaw.com, AMcLoud@uhlaw.com
Mark D. Roth	markdroth@gmail.com
Dennis M Sbertoli	dsbert4978@aol.com
Edward Seward	erseward@sbcglobal.net
Brian L Shaw	bshaw100@shawgussis.com, bharrington@shawgussis.com
Michael L Sherman	shermlaw1@aol.com
Gregory K Stern	gstern1@flash.net, steve_horvath@ilnb.uscourts.gov
Timothy M Swanson	swanson@dlec.com, stein@dlec.com
Brian Ira Tanenbaum	brian@bitlaw.org
Robert D Tepper	rtepper@sabt.com
Deborah L. Thorne	dthorne@btlaw.com, kbruhnke@btlaw.com
Kenneth S Ulrich	kenneth.ulrich@goldbergkohn.com
Thomas C. Wolford	twolford@ngelaw.com

Scott A Wolfson
John G Young
Marc S. Zaslavsky
Bruce E de'Medici

swolfson@wolfsonbolton.com, stravis@wolfsonbolton.com
jyoung@stinson.com, mhunn@stinson.com
mszaslavsky@arnstein.com
bdemedici@gmail.com

TWENTY LARGEST CREDITORS PER DEBTOR'S SCHEDULES AND PARTIES IN INTEREST

Service by U.S. Mail

Aluminum Extrusions Inc.
140 Matthews Drive
Senatobia, MS 38668

Cardinal GC
NW-9013
P.O. Box 1450
Minneapolis, MN 55485-9013

Guardian Industries Corp.
91095312
4681 Collections Center Drive
Chicago, IL 60693

Levin Ginsburg
180 N. LaSalle Street
Suite 3200
Chicago, IL 60601-2800

Mighty PAC
345 N. Quentin Road
Suite 304
Palatine, IL 60067

NPC
7851 W. 185th Street
Tinley Park, IL 60477

RREEF America REIT II
RREEF America Reitt II Corp. WV
75 Remittance Drive, Suite 6739
Chicago, IL 60675

Southwall Technologies
File # 030876
P.O. Box 600000
San Francisco, CA 94160-0876

United Healthcare Insurance Company
22561 Network Place
Chicago, IL 60673-1225

Ashland Products Company
Newell Rubbermaid, Inc.
P.O. Box 92026
Chicago, IL 60675

Cardinal FG
P.O. Box 1450
Minneapolis, MN 55485-9015

Holland & Knight LLP
P.O. Box 864084
Orlando, FL 32886-4084

Miriam Spielman
132 E. Delaware Place
Chicago, IL 60611

Onesource Coil Coaters, LLC
5110 140th Avenue North
Clearwater, FL 33760

RUAN
P.O. Box 977
Des Moines, IA 50304-0977

The Hartford
P.O. Box 2907
Hartford, CT 06104-2907

VEKA
P.O. Box 360424
Pittsburgh, PA 15251-6424

Ventana USA
P.O. Box 1391
Indiana, PA 15701

Thomas H. Herron
Senior Vice President
Bank of America
135 S. LaSalle St., Suite 925
Chicago, IL 60603

Patrick S. Layng
Office of the United States Trustee, Region 11
219 South Dearborn Street
Room 873
Chicago, IL 60604

Steve Gelsosomo
Lisa M. Ahrens
BKSG
2413 W. Algonquin Rd., Suite 112
Algonquin, IL 60102-9402

NMHG Financial Services
1010 Thomas Edison Blvd SW
Cedar Rapids, IA 52404

Illinois Department of Revenue
Bankruptcy Section
100 West Randolph Street
Level 7-400
Chicago, Illinois 60601

ATLAS FORMS & GRAPHICS
20 Eisenhower Lane North
Lombard, IL 60148

Colorado Dept of Revenue
1375 Sherman St Rm 504
Attn Bankruptcy Unit
Denver, CO 80261

Hartford Fire Inc Co
as Assignee of Hartford Specialty
Bankruptcy Unit T-1-55
Hartford Plaza
Hartford, CT 06115

Chase Capital Corporation
c/o Erin M. Casey
Goldberg Kohn
55 E Monroe St, Suite 3300
Chicago, IL 60603

State of Michigan, Department of
Treasury
Revenue & Collections Division
P.O. Box 30754
Lansing, MI 48909

McNulty, Catherine
1121 Elgin Ave.
Forest Park, IL 60130

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

REPUBLIC WINDOWS & DOORS, LLC,

Debtor.

Chapter 7

Case No. 08-34113

Hon. Jacqueline P. Cox

**FINAL APPLICATION FOR COMPENSATION
AND REIMBURSEMENT OF EXPENSES OF THE LAW OFFICE OF
WILLIAM J. FACTOR, LTD. AND BANKRUPTCY SERVICES GROUP**

The Law Office of William J. Factor, Ltd. ("*FactorLaw*") and Bankruptcy Services Group ("*BSG*" and together with FactorLaw, the "*Applicants*"), professionals retained by Phillip D. Levey, not individually but solely in his capacity as duly-appointed chapter 7 trustee (the "*Trustee*") of the Bankruptcy Estate (the "*Estate*") of Republic Windows & Doors, LLC (the "*Debtor*"), hereby submit their Final Application for Compensation and Reimbursement of Expenses (the "*Application*") for services performed and expenses incurred during the period of July 1, 2010 through July 23, 2013 (the "*Application Period*").³ In support of this Application, the Applicants respectfully state as follows:

JURISDICTION

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is before the Court pursuant to 28 U.S.C. § 157 and Internal Operating Procedure 15(a) of the United States District Court for the Northern District of Illinois.
2. Venue of this Case and this Application is proper in this District pursuant to 28

³ As discussed herein, FactorLaw made a first interim fee application relating to certain adversary proceedings involving fraudulent transfers claims. Therefore, this is technically, FactorLaw's second application and BSG's first application.

U.S.C. §§ 1408 and 1409. Consideration of this Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(1) and (b)(2)(A) and (O).

3. The statutory predicates for the relief requested herein are 11 U.S.C. §§ 330 and 503.

RELIEF REQUESTED

4. By this Application, the Applicants seek final allowance of certain contingency fees and expenses earned by them pursuant to the terms of their retentions in this Case in connection with collecting and litigating certain types of claims, including account receivables, preference claims under §§ 547 and 550 of the Bankruptcy Code and fraudulent transfer claims under §§ 544, 548 and 550 of the Bankruptcy Code and Illinois law. The amounts of the contingency fees to which the Applicants are entitled is based upon the type of claim pursued and the point at which a recovery was obtained for the Estate, as well as by agreement of the Applicants, the Trustee and certain other parties (which agreement is discussed further herein). In summary, the Applicants seek final approval of the following fees and expenses:

Type of Claims Pursued Resulting in Recoveries	Fee as percentage of recovery	FactorLaw	BSG	Details Regarding Recoveries
Pre-Litigation ⁴	12%	\$0.00	\$52,798.06	See ¶¶ 18-19 and Exhibit 1
Account Receivables and Preference Litigation ⁵	6%	\$51,977.07	\$51,977.07	See ¶¶ 20-23 and Exhibit 2
Fraudulent Transfer Litigation ⁶	33%	\$225,390	\$0.00	See ¶¶ 24-25

⁴ “Pre-Litigation” relates to claims resolved by BSG prior to the initiation of an adversary proceeding.

⁵ “Account Receivables and Preference Litigation” relates to litigation of claims to collect account receivables and preferential transfers handled by FactorLaw, with the support of BSG. As set forth herein and in Exhibit 2, there is \$17,150.00 that is unpaid on settlements that involve payment plans. By this application, the Applicants are seeking final approval of the contingency fees on these matters, the maximum amount of which would be \$2,058.00, **but only** to the extent the unpaid portions of these settlements are collected.

Type of Claims Pursued Resulting in Recoveries	Fee as percentage of recovery	FactorLaw	BSG	Details Regarding Recoveries
Hanson's Litigation ⁷	12% -FactorLaw 6% -BSG	\$75,000.00	\$37,500.00	See ¶¶ 26-29
Expenses		\$14,703.70	\$268.34	See ¶¶ 30-31 and Exhibit 4
TOTALS: ⁸		\$367,070.77	\$142,543.47	

5. FactorLaw and BSG also ask the Court to authorize the Trustee to pay those finally-allowed fees and expenses that have not already been paid to the Applicants pursuant to the terms of their retention, subject to the proposed resolution of a fee dispute relating to the Fraudulent Transfer Litigation and the Hanson's Litigation, as further set forth in ¶ 29 below.

BACKGROUND

6. On December 12, 2008 (the "*Petition Date*"), the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

7. Phillip D. Levey was subsequently appointed Chapter 7 trustee in the Debtor's bankruptcy case.

I. RETENTION OF APPLICANTS AND AGREEMENTS REGARDING COMPENSATION

8. On July 1, 2010, the Court entered two orders approving the Trustee's retention of BSG and FactorLaw as professionals of the Estate (the "*Retention Orders*"). See Dkt. Nos. 324 and 325. See also Dkt. Nos. 322 and 323. Pursuant to the Retention Orders, FactorLaw and BSG

⁶ "*Fraudulent Transfer Litigation*" relates litigation of fraudulent transfer claims handled by FactorLaw.

⁷ "*Hanson's Litigation*" relates the matter of *Levey v. Hanson's Window & Construction, Inc.*, Adv. Pro. No. 10-02526 (the "*Hanson's Adversary*"), which was handled by FactorLaw and which involved both fraudulent transfer and preference claims.

⁸ Paragraph 29(d) of this Application details the amounts still owing to the Applicants relating to each category of collection efforts.

were retained to work together on the recovery of preferences and the Debtor's account receivables, with BSG handling primarily pre-litigation matters and FactorLaw handling litigation of matters that could not be resolved consensually without the filing of an adversary proceeding.

9. Pursuant to the Retention Orders, (a) BSG is entitled to a 12% contingency fee on amounts recovered for the Estate on account of account receivables and preference claims resolved without the filing of an adversary complaint (i.e., Pre-Litigation), (b) BSG and FactorLaw are each entitled to a 6% contingency fee on amounts recovered for the Estate after adversary proceedings were initiated (i.e., Accounts Receivable and Preference Litigation); and (c) BSG and FactorLaw are each entitled to reimbursement of expenses incurred on behalf of the Estate.

10. The Retention Orders also provided that the Trustee could compensate the Applicants on a monthly basis, with all such compensation subject to approval through a final fee application pursuant to 11 U.S.C. §§ 330 and 503.

11. Because the Retention Orders did not cover the litigation of fraudulent transfer claims, FactorLaw filed a motion seeking to modify the terms of its retention with regard to two cases involving such claims. On July 24, 2012, the Court entered an order (the "*Modified Retention Order*") modifying the terms of FactorLaw's retention with regard to two adversary proceedings involving fraudulent transfer claims – *Levey v. American Express*, Adv. Pro. No. 10-2515 and *Levey v. The Guardian Life Insurance Company of America*, Adv. Pro. No. 10-2517 (i.e., the Fraudulent Transfer Litigation). See Dkt. No. 589. Under the Modified Retention Order, FactorLaw is entitled to a contingency fee of 33% on recoveries obtained for the Estate the Fraudulent Transfer Litigation.

12. In addition, FactorLaw filed one adversary proceeding on behalf of the Trustee

that included both preference and fraudulent transfer claims, *Levey v. Hanson's Window & Construction, Inc.*, Adv. Pro. No. 10-02526 (the "*Hanson's Adversary*"), which proceeding was ultimately settled as part of a global settlement with claims asserted by the Trustee against Brian Elias, the owner of Hanson's Window & Construction (the "*Elias Claims*"), in a separate adversary proceeding, *Levey v. Gillman et al.*, Adv. Pro. No. 10-2513 (the "*Insider Litigation*"). The Trustee is represented in the Insider Litigation by Carpenter Lipps & Leland LLC and Lynch & Stern LLP (collectively, "*Special Counsel*").⁹

13. The Retention Orders and the Modified Retention Order do not explicitly address the contingency fees to which the Applicants are entitled to in connection with the Hanson's Adversary or any global settlements involving claims asserted in the Insider Litigation, although as discussed further below, the Applicants, the Trustee, and Special Counsel have reached an agreement on the split of fees in connection with the global settlement involving the Hanson's Adversary.

14. In total, the Applicants have directly recovered or facilitated settlements that resulted in a total cash recovery of approximately \$2.4 million for the Estate and judgments in excess of \$2 million, the details of which are further described in Section III of this Application.¹⁰

⁹ Pursuant to their retention orders and agreements with the Trustee, Special Counsel is entitled to a one-third contingency fee on recoveries in the Insider Litigation. See Dkt. Nos. 380 and 563.

¹⁰ FactorLaw made significant contributions to the Trustee's global settlement of the claims asserted against Ronald Spielman, Sheri Spielman, RWD Properties LLC, and RS Windows & Doors, LLC a/k/a Sound Solutions Windows & Doors, LLC in the Insider Litigation (defined herein) and the claims asserted against Sound Solutions in a separate adversary proceeding filed by FactorLaw (the "*Spielman Global Settlement*"). See Dkt. Nos. 598 and 602. While only \$15,000 of the \$450,000 settlement payment was allocated to the Sound Solutions adversary proceeding, FactorLaw believes that this settlement should be factored in when considering the benefits its services provided to the Estate given the amount of work performed by FactorLaw in

II. WORK PERFORMED ON BEHALF OF THE ESTATE

15. Pursuant to the applicable Retention Order, BSG provided multiple services to the Estate, including, primarily, (a) analyzing the Debtor's books and records to determine those persons and entities that received payments within the 90 days prior to the Petition Date and those persons and entities that owed money to the Debtor on account of trade receivables ("*Potential Defendants*"), (b) sending demand letters to the Potential Defendants, (c) communicating with Potential Defendants, (d) analyzing Potential Defendants' defenses to liability goods, (e) negotiating and documenting settlements, (f) working with FactorLaw to prepare adversary complaints against those persons and entities that were determined to owe money to the Estate and that were not willing to settle pre-litigation, (g) providing litigation support to FactorLaw when needed, and (h) communicating with the Trustee regarding all of the foregoing.

16. Pursuant to the applicable Retention Order and the Modified Retention Order, FactorLaw provided the Estate with a full range of litigation services, involving thousands of hours of work, including, but not limited to:

- a. preparing and prosecuting the retention applications and motion to for approval of settlement procedures;
- b. preparing complaints in conjunction with BSG;
- c. analyzing potential fraudulent transfer claims and preparing the complaints seeking to recover fraudulent transfer under the Bankruptcy Code and Illinois law;
- d. investigating defendants for purposes of service, (d) preparing and prosecuting

connection with, among other things, investigating claims and preparing for and attending the mediation sessions that resulted in the settlement.

default motions;

- e. defending against motions to dismiss, including jurisdictional attacks pursuant to *Stern v. Marshal*;
- f. seeking leave to file and filing amended pleadings where information of additional fraudulent transfers were located;
- g. interviewing former employees of the Debtor;
- h. conducting extensive written, oral discovery, and third party discovery pursuant to numerous subpoenas, including reviewing thousands of pages of documents obtained from defendants, third parties and the Debtor;
- i. analyzing asserted defenses;
- j. negotiating settlements with Defendants and communicating with opposing counsel;
- k. drafting settlement documents;
- l. taking control of the Debtor's server and searching for electronic data relevant to the adversary proceedings, including the Insider Litigation;
- m. strategizing, coordinating and consulting with the Trustee's legal counsel in the Insider Litigation on common issues and defendants;
- n. participating in two multi-day mediations before Judge Cassling in order to reach global settlements with persons that were defendants in both the Insider Litigation and adversaries being prosecuted by FactorLaw;
- o. preparing detailed mediation statements;
- p. preparing and prosecuting motions for summary judgment;
- q. preparing pretrial statements in a number of cases;
- r. attending status and other hearings;

- s. tracking settlements that involved payment plans; and
 - t. consulting and advising with the Trustee with regard to all of the foregoing.
17. Indeed, the contingency fees the Applicants ask the Court to finally approve in this Application results in compensation to FactorLaw and BSG that is far less than the hourly fees these firms charge to clients for comparable services.

III. RECOVERIES ON BEHALF OF THE ESTATE AND APPLICANTS' FEES

A. Pre-Litigation Recoveries and BSG's Contingency Fees

18. In response to demand letters, BSG settled 35 matters resulting in a total recovery of \$439,983.85 for the Estate (the "*Pre-litigation Settlements*"). The details of the Pre-Litigation Settlements are set forth on **Exhibit 1**.

19. BSG is entitled to a 12% contingency fee on the Pre-litigation Settlements, which amounts to \$52,798.06 (the "*Pre-Litigation Fees*"). See Exhibit 1. The Trustee has paid this amount to BSG, subject to final approval of the Court.

B. Recoveries in the Accounts Receivable and Preference Litigation and Applicants' Contingency Fees

20. FactorLaw filed 89 adversary proceedings on behalf of the Trustee and the Estate that sought to recover on account of accounts receivable owed to the Debtor and preference claims under §§ 547 and 550 of the Bankruptcy Code. FactorLaw obtained default judgments in 25 of these proceedings, resulting in judgments totaling \$2,435,837.88. See **Exhibit 3**.

21. FactorLaw either dismissed (because the defendants had complete defenses) or settled the remaining adversary proceedings for a total of \$883,452.44 (the "*Settled Adversaries*"). The details of each of the Settled Adversaries are set forth on **Exhibit 2**.¹¹

¹¹ Pursuant to an order of the Court, the Trustee was authorized to settle account receivables and preference claims where the amount in controversy was less than \$100,000 without further order

22. The total amount collected to date for the Estate in connection with the Settled Adversaries is \$866,284.44. The discrepancy between the total amount of the settlements and the total amount recovered— \$17,150 – is due to the fact that certain defendants agreed to payment plans in order to settle with the Trustee, and not all payments have been made yet pursuant to those agreements.¹²

23. Based upon the amounts recovered to date, each of FactorLaw and BSG are entitled to a 6% contingency fee or \$51,977.07 each on account of the Settled Adversaries. Pursuant to their respective Retention Orders, the Trustee has already paid \$40,988.07 to FactorLaw and \$43,754.07 to BSG. Thus, if their contingency fees are finally approved in full, FactorLaw and BSG are entitled to additional payments of \$10,989.00 and \$8,223.00, respectively, from the Estate, for a total of \$19,212.00, as well as a combined 12% on account of any further amounts recovered under the existing settlement agreements (collectively, the “*Unpaid Account Receivables and Preference Fees*”), the maximum amount of which would be \$2,058.00.

C. Recoveries In The Fraudulent Transfer Litigation and FactorLaw’s Contingency Fee

24. The Trustee and FactorLaw settled the Fraudulent Transfer Litigation against American Express and The Guardian Life Insurance Company of America (“*Guardian*”) for \$650,000 and \$33,000, respectively. *See* Dkt. Nos. 591 and 596.

of the Court. *See* Dkt. Nos. 328 and 335. The Trustee sought and obtained approval of all settlements that involved in excess of \$100,000. In addition, two adversary proceedings were settled in exchange for the defendants’ cooperation with the Trustee and his counsel by providing information and technical assistance in connection with multiple other adversary proceedings, including, in particular, the Insider Litigation. *See* Dkt. Nos. 517, 524, 582 and 586.

¹² The two defendants that have not completed their payment plans are Home Town Restyling and Mulligan. *See* Exhibit 2.

25. Pursuant to the Modified Retention Order, FactorLaw is entitled to a 33% contingency fee on account of the American Express adversary proceeding, or \$214,500, and a 33% contingency fee on Guardian adversary proceeding, or \$10,890. The Trustee has paid FactorLaw its fees on the American Express and Guardian settlements.

D. The Hanson's Litigation Recovery and Fee Dispute Settlement

26. Following the entry of the Modified Retention Order, the Trustee reached a global settlement of the Hanson's Adversary and the Elias Claim in the Insider Litigation (the "*Hanson's Global Settlement*"), which settlement was approved by the Court. See Dkt. Nos. 611 and 614.

27. The Hanson's Global Settlement called for, among other things, payment of \$625,000 to the Estate (the "*Hanson's Settlement Amount*").

28. Based upon the nature of claims asserted against Hanson's and Mr. Elias and the weight such claims played in the Hanson's Global Settlement, it was determined by the Trustee, in consultation with Bank of America, Special Counsel and FactorLaw, that the Trustee's counsel in the Hanson Adversary and Insider litigation would be collectively entitled to 33% of the Hanson's Settlement Amount and that, 15.333% would be paid to Special Counsel and 18% would be paid to FactorLaw. In other words, on the FactorLaw and BSG side, the Hanson's Adversary was to be treated as if it were Fraudulent Transfer Litigation. The Court approved this arrangement in connection with the Special Counsel's fourth fee application. See Dkt. Nos. 612 and 615. The Estate has not paid any amount to FactorLaw on account of the Hanson's Global Settlement. Therefore, the Estate owes contingency fees in the amount of \$112,500 to FactorLaw (the "*Unpaid Hanson's Litigation Fees*" and together with the Unpaid Account Receivables and Preference Litigation Fees, the "*Unpaid Fees*") subject to the agreement set forth in the following paragraph.

29. A dispute arose between FactorLaw, BSG and the Trustee regarding whether BSG is entitled to compensation in connection with Fraudulent Transfer Adversaries and the Hanson's Adversary, which, as noted above, included both fraudulent transfer and preference claims. The parties agreed to resolve this dispute, subject to the Court's approval, by:

- a. Allocation of a 6% contingency fee (\$37,500) to BSG on account of the Hanson's Global Settlement, thereby reducing FactorLaw's contingency fee to 12% (\$75,000);
- b. FactorLaw's agreement to (i) advance pay to BSG the amount of \$43,752, which is the full amount that BSG would be entitled to on account of the Hanson's Global Settlement and Unpaid Account Receivables and Preference Fees, such that FactorLaw, (ii) assume the risks that some or all of the Unpaid Fees may not be finally-approved and that those defendants on settlement payment plans make all required payments, and (iii) prepare and prosecute this fee application on behalf of BSG;
- c. Upon its receipt of the payment of \$43,752 from FactorLaw, BSG waiving and fully releasing any and all further claims against the Trustee, the Estate and FactorLaw for compensation pursuant to its Retention Order, its underlying retention agreement with the Trustee and this Case; and
- d. Upon this Court's granting this Application, the Trustee paying directly to FactorLaw all finally-approved Unpaid Fees, which if all Unpaid Fees are approved will include the following:

Category	Amount of Unpaid Fees
Unpaid Account Receivables and Preference Fees	\$18,852.00, as well as a combined \$12% on account of any further amounts recovered under the existing settlement agreements (a maximum amount of \$2,058.00)
Unpaid Hanson's Settlement Fees	\$112,500.00
TOTAL:	\$131,352.00 , as well as \$12% on account of any further amounts recovered under existing settlement agreements

EXPENSES

30. FactorLaw has incurred expenses on behalf of Estate in the total amount of \$14,703.70 (the "*FactorLaw Expenses*"). The FactorLaw expenses are detailed on **Exhibit 4**. Pursuant to the Retention Orders and the Modified Retention Order, the Trustee has reimbursed FactorLaw for \$11,999.02 in FactorLaw Expenses, subject to the Court's approval, leaving \$2,704.68 in unreimbursed expenses (the "*Unpaid Expenses*") due and owing to FactorLaw.

31. BSG also incurred \$268.34 in expenses relating to the demand letters sent to all potential defendants (the "*BSG Expenses*"). BSG has been paid this amount by the Trustee, subject to final approval by the Court.

NOTICE

32. Twenty-one days' notice of this Application has been provided to (a) the Office of the United States Trustee; (b) Bank of America; (c) the twenty largest creditors as set forth on the Debtor's bankruptcy schedules; (d) all persons filing secured claims in the Case; and (e) all Registrants in the case (the "*Notice*").

33. Pursuant to Fed. R. Bankr. P. 2002(a) and (a)(6), and due to the expense that would be incurred in serving this Application upon all creditors in the case, Applicant respectfully submits that sufficient cause exists to limit service of the Application to the persons

identified in paragraph 15, and requests that the Court find such notice to be adequate under the circumstances.

RELIEF REQUESTED

34. Applicants seek entry of an order, substantially in the form submitted herewith, granting the following relief:

a. allowing on a final basis the following Fees and Expenses:

	FactorLaw	BSG	Total
Pre-Litigation	\$0.00	\$52,798.06	\$52,798.06
Account Receivables and Preference Litigation	\$51,977.07, plus a maximum of \$2,058.00 only to the extent further settlement monies are collected.	\$51,977.07	\$103,954.14
Fraudulent Transfer Litigation	\$225,390	\$0.00	\$225,390.00
Hanson's Litigation	\$75,000.00	\$37,500.00	\$112,500.00
FEE TOTALS:	\$352,367.07, plus a maximum of \$2,058.00 to the extent further settlement monies are collected.	\$142,275.13	\$494,642.20, plus a maximum of \$2,058.00 to the extent further settlement monies are collected.
Expenses	\$14,703.70	\$268.34	\$14,972.04
TOTALS (fees and expenses):	\$367,070.77, plus a maximum of \$2,058.00 to the extent further settlement monies are collected.	\$142,543.47	\$509,614.24, plus a maximum of \$2,058.00 to the extent further settlement monies are collected.

b. approving the proposed resolution of the dispute regarding BSG's compensation on the Fraudulent Transfer Adversaries, as set forth in paragraph 29 herein and releasing the Trustee and Estate from all further obligations to BSG on account of the Settled Adversaries and the Fraudulent Transfer Adversaries;

c. authorizing and directing the Trustee to pay to FactorLaw the Unpaid Fees in the amount of \$131,352.00 , and the Unpaid Expenses in the amount of \$2,704.68;

d. authorizing the Trustee to pay to FactorLaw 12% of any future amounts recovered from defendants who have settled with the Estate and are on payment plans without further order of Court in the maximum amount of \$2,058.00; and

e. finding that the Notice provided is sufficient under the circumstances and that no additional notice is required.

NO PRIOR REQUEST

35. No prior request for the relief requested by this Application has been made to this Court or to any other court.

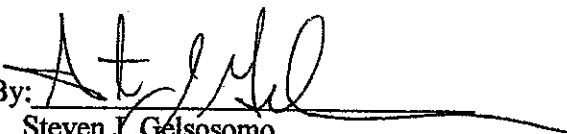
WHEREFORE, the Applicant respectfully requests that the Court enter an Order granting the relief sought herein and such further relief as the Court deems appropriate under the circumstances.

Dated: July 23, 2013

**THE LAW OFFICE OF WILLIAM J.
FACTOR, LTD. and BANKRUPTCY
SERVICES GROUP**

By: /s/ Sara E. Lorber

William J. Factor (6205675)
Sara E. Lorber (6229740)
David P. Holtkamp (6298815)
**THE LAW OFFICE OF
WILLIAM J. FACTOR, LTD.**
105 W. Madison St., Ste. 1500
Chicago, IL 60602
Tel: (847) 239-7248
Fax: (847) 574-8233
Email: wfactor@wfactorlaw.com
slorber@wfactorlaw.com
dholtkamp@wfactorlaw.com

By: 
Steven J. Gelsosomo

Steven J. Gelsosomo
Bankruptcy Services Group
2413 W. Algonquin Rd., Suite 112
Algonquin, IL 60102
Tel: 847-999-0475
Fax: 847-999-0475
Email: sjg@bksgroup.com

EXHIBIT 1

PRE-LITIGATION FEES PAID BY TRUSTEE TO BSG

DEBTOR	SETTLEMENT AMOUNT	AMOUNT PAID BY TRUSTEE TO BSG (12% of Recovery)
Crossbow Industrial Water	\$4,530.92	\$543.71
Window Support Systems	\$4,000.00	\$480.00
Old Castle Glass	\$2,000.00	\$240.00
Amesbury Group/BSI	\$110,000.00	\$13,200.00
Woodland Engineering	\$3,110.45	\$373.25
Laner, Muchin, Dombrow, Becker, Levin and Tominberg, Ltd.	\$1,301.25	\$156.15
Solution Systems, Inc.	\$4,780.00	\$573.60
Levin & Schreder, Ltd	\$5,934.95	\$712.19
Sturtz Machinery, Inc.	\$906.00	\$108.72
H-O Products	\$5,000.00	\$600.00
Dac Products, Inc.	\$12,790.50	\$1,534.86
Venture Tape Corp.	\$4,500.00	\$540.00
Lupel Weininger LPP	\$18,000.00	\$2,160.00
Roadway Express	\$2,500.00	\$300.00
Bostik Findley, Inc.	\$5,000.00	\$600.00
Michigan Dept. of Treasury	\$50,000.00	\$6,000.00
Ashland Products Company	\$11,500.00	\$1,380.00
Ruan, Incorporated	\$9,322.25	\$1,118.67
Absolute Vinyl Window	\$2,125.47	\$255.06
Alure Home Improvements	\$21,565.53	\$2,587.86
American Colony Homes	\$363.79	\$43.65
Home Base Home Improvement & Construction	\$202.94	\$24.35
Hoehn Vinyl Replacement Window	\$285.79	\$34.29
Globe Exteriors Inc.	\$144.80	\$17.38
E.Z. Construction Services Inc	\$350.00	\$42.00
Ed Construction	\$1,362.78	\$163.53
Exterior Energy Consultants Inc	\$10,682.57	\$1,281.91
Preferred Aluminum Trim/Siding	\$716.39	\$85.97
R J N Future Enterprises	\$1,329.57	\$159.55
Premier Quality Windows & Siding	\$1,472.52	\$176.70
Titan Builders Inc.	\$1,000.00	\$120.00
Larson Construction Inc.	\$4,057.44	\$486.89

EXHIBIT 1**PRE-LITIGATION FEES PAID BY TRUSTEE TO BSG**

DEBTOR	SETTLEMENT AMOUNT	AMOUNT PAID BY TRUSTEE TO BSG (12% of Recovery)
Mr. Windows, Inc.	\$2,522.57	\$302.71
Skender Construction Company	\$9,621.64	\$1,154.60
McShane Construction	\$127,003.73	\$15,240.45
TOTAL:	\$439,983.85	\$52,798.06

EXHIBIT 2

ACCOUNT RECEIVABLES AND PREFERENCE LITIGATION FEES

Defendant	Adv. No.	Settlement Amount	Amount Received	6% Contingency Fee of Amount Received	Amt. Paid by Trustee - FactorLaw	Amt. Paid by Trustee - BSG
Aetna Plywood, Inc.	10-2499	\$18,228.58	\$18,228.58	\$1,093.71	Paid in full	Paid in full
Airgas, Inc.	10-2446	\$3,464.91	\$3,464.91	\$207.89	Paid in full	Paid in full
Allmetal, Inc.	10-2500	\$3,681.36	\$3,681.36	\$220.88	Paid in full	Paid in full
American Wholesale Building Supply Co	11-0679	\$108,314.67	\$108,564.67	\$6,513.88	Partial payment of \$5,913.88	Paid in full
Aquasurtech OEM	10-2501	\$12,000	\$12,000.00	\$720.00	Paid in full	Paid in full
Best Windows, Inc.	11-0685	\$11,000.00	\$11,000.00	\$660.00	Partial payment of \$300	Partial payment of \$420
Big Bay Lumber Company	10-2516	\$2,600.00	\$2,600.00	\$156.00	Paid in full	Paid in full
Cardinal CG Company & Cardinal FG Company	10-2447 and 10-2448	\$40,500.00	\$40,500.00	\$2,430.00	Paid in full	Paid in full
Deco Products Company, LLP	10-2451	\$10,250.00	\$10,250.00	\$615.00	Paid in full	Paid in full
DNR Construction	11-0680	\$11,519.00	\$11,519.00	\$691.14	Paid in full	Paid in full
E.Z. Construction Services, Inc.	10-2315	\$12,500	\$12,500.00	\$750.00	Paid in full	Paid in full
Edwin Schneider	10-2521	\$250.00	\$250.00	\$15.00	Paid in full	Paid in full
Enterprise Fleet Management, Inc.	10-2314	\$10,126.08	\$10,126.08	\$607.56	Paid in full	Paid in full
Fabrication Specialist	10-2452	\$4,819.00	\$4,819.00	\$289.14	Paid in full	Paid in full
General American Life Insurance Company	10-2502	\$15,485.16	\$15,485.16	\$929.11	Paid in full	Paid in full
General Roofing & Siding Co.	11-0730	\$9,797.87	\$9,797.87	\$587.87	Paid in full	Paid in full
Globe Exteriors, Inc.	10-2503	\$3,750.00	\$3,750.00	\$225.00	Paid in full	Paid in full

EXHIBIT 2

ACCOUNT RECEIVABLES AND PREFERENCE LITIGATION FEES

Defendant	Adv. No.	Settlement Amount	Amount Received	6% Contingency Fee of Amount Received	Amt. Paid by Trustee - FactorLaw	Amt. Paid by Trustee - BSG
Guardian Industries	10-2522	\$50,250.00	\$50,250.00	\$3,015.00	No payment received	No payment received
Home Town	11-0682	\$75,000.00	\$70,000.00	\$4,200.00	Partial payment of \$1,200	Partial payment of \$2,100
Illinois Department of Revenue	10-2514	\$5,000.00	\$5,000.00	\$300.00	Paid in full	Paid in full
Ja-Mar Windows	11-0683	\$11,000.00	\$11,000.00	\$660.00	Paid in full	Paid in full
JPMorgan Chase Bank USA, N.A.	10-2504	\$6,500.00	\$6,500.00	\$390.00	Paid in full	Paid in full
Metro Express Messenger & Trucking Services	10-2318	\$500.00	\$500.00	\$30.00	Paid in full	Paid in full
MidAmerican	10-2519	\$16,357.00	\$16,357.00	\$981.42	Paid in full	Paid in full
Midwest Welding Supply Inc.	10-2453	\$3,500.00	\$3,500.00	\$210.00	Paid in full	Paid in full
Mighty Pac, Inc.	10-2505	\$21,000.00	\$21,000.00	\$1,260.00	Paid in full	Paid in full
Minnesota Department of Revenue	10-2507	\$4,247.50	\$4,247.50	\$254.85	Paid in full	Paid in full
Moquist Thorvilson Kaufmann Kennedy & Piper LLC	10-2454	\$11,227.50	\$11,227.50	\$673.65	Paid in full	Paid in full
Mulligan	11-0712	\$62,000.00	\$49,600.00	\$2,976.00	No payment received	Partial payment of \$1,116.00
Munar Corporation	10-2320	\$500.00	\$500.00	\$30.00	No payment received	Paid in full
PRC-DeSoto International, Inc.	10-2322	\$25,645.95	\$25,645.95	\$1,538.76	Paid in full	Paid in full

EXHIBIT 2

ACCOUNT RECEIVABLES AND PREFERENCE LITIGATION FEES

Defendant	Adv. No.	Settlement Amount	Amount Received	6% Contingency Fee of Amount Received	Amt. Paid by Trustee - FactorLaw	Amt. Paid by Trustee - BSG
Providence Real Estate Development, LLC	11-0726	\$6,500.00	\$6,500.00	\$390.00	Paid in full	Paid in full
Red Seal Development Corp.	11-0687	\$27,000.00	\$27,000.00	\$1,620.00	Paid in full	Paid in full
Richmond American Homes of Illinois, Inc.	11-0732	\$10,000	\$10,000.00	\$600.00	Paid in full	Paid in full
Root Brothers Mfg. & Supply Co.	10-2509	\$7,750.00	\$7,750.00	\$465.00	Paid in full	Paid in full
Smithfield	10-2523	\$68,000.00	\$68,000.00	\$4,080.00	Paid in full	Paid in full
Sound Solutions ¹³	10-2524	\$15,000.00	\$15,000.00	\$900.00	No payment received	No payment received
Sugar & Felsenthal	10-2442	\$1,800.00	\$1,800.00	\$108.00	No payment received	No payment received
The Dental Concern, Ltd.	10-2325	\$500.00	\$500.00	\$30.00	Paid in full	Paid in full
The Walsh Group, Ltd.	11-0681	\$31,799.40	\$31,799.40	\$1,907.96	Paid in full	Paid in full
Ultra-Pak, Inc.	10-2485	\$8,000.00	\$8,000.00	\$480.00	Paid in full	Paid in full
United Healthcare	10-2510	\$45,000.00	\$45,000.00	\$2,700.00	Paid in full	Paid in full
Veka, Inc.	10-2511	\$16,500.00	\$16,500.00	\$990.00	Paid in full	Paid in full
Ventana USA	10-2461	\$6,500.00	\$6,500.00	\$390.00	Paid in full	Paid in full
Virginia Department of Taxation	10-2327	\$7,283.58	\$7,283.58	\$437.01	Paid in full	Paid in full
Vision Industries Group, Inc.	10-2512	\$2,500.00	\$2,500.00	\$150.00	Paid in full	Paid in full
W. W. Grainger Inc.	10-2462	\$3,300.00	\$3,300.00	\$198.00	Paid in full	Paid in full

¹³ This amount reflects the portion of allocation of the Spielman Global Settlement allocated to adversary proceeding against Sound Solutions. See Dkt. No. 598.

EXHIBIT 2

ACCOUNT RECEIVABLES AND PREFERENCE LITIGATION FEES

Defendant	Adv. No.	Settlement Amount	Amount Received	6% Contingency Fee of Amount Received	Amt. Paid by Trustee - FactorLaw	Amt. Paid by Trustee - BSG
Waste Management, Inc.	10-2463	\$4,650.00	\$4,650.00	\$279.00	Paid in full	Paid in full
Wells Fargo Auto Finance, Inc.	10-2329	\$22,194.90	\$22,194.90	\$1,331.69	Paid in full	Paid in full
William Ryan Homes	11-0689	\$25,000.00	\$25,000.00	\$1,500.00	Paid in full	Paid in full
Wright Express Corporation	10-2464	\$3,141.98	\$3,141.98	\$188.52	Paid in full	Paid in full
TOTALS		\$883,434.44	\$866,284.44	\$51,977.07	\$41,348.07	\$43,754.07

SUMMARY	
BSG - Full contingency fee paid	\$40,118.07
BSG - Partial contingency fee paid	\$3,636.00
BSG - Total received	\$43,754.07
BSG - Amount not paid	\$8,223.00
FactorLaw - Full contingency fee paid	\$34,234.19
FactorLaw - Partial contingency fee paid	\$7,113.88
FactorLaw - Total received	\$41,348.07
FactorLaw - Amount not paid	\$10,629.00
TOTAL AMOUNT OF CONTINGENCY FEES NOT YET PAID BY ESTATE ON ACTUAL AMOUNTS RECOVERED	\$18,852.00

EXHIBIT 3

DEFAULT JUDGMENTS

Defendant	Default Judgment Amount
Enterprise Fleet Services	\$10,780.37
Clearshield Technologies, LLC	\$25,664.23
Sunrise Hitek Service Inc.	\$7,560.14
Total Window Installation Company, LLC,	\$11,078.52
Welch Drywall Co.	\$113,839.69
Comptroller of Maryland	\$23,631.31
Mumford	\$9,193.96
ABC Glass Enclosures, LLC d/b/a The Window Guys	\$932,995.95
Miller, Copper & Co., Ltd.	\$6,270.22
Tim Widner	\$23,325.84
International Fenestration Partners, Inc.,	\$102,140.82
American Wholesale Building Supply Co.	\$108,564.67
Windows By U, Inc.	\$79,142.43
C & W Siding & Window Materials	\$74,574.90
Levey v. Window Depot USA	\$438,914.63
Nella Window and Green Product Company	\$9,888.41
All Service Glass	\$12,426.43
Medallion Security Door & Window Co., Inc.	\$28,573.48
Bil-Ray Home Improvements & Contracting	\$180,734.60
Tri-Pane Installations Inc.	\$11,060.36
Windowizards, Inc.	\$55,550.04
Home Vantage, LLC	\$28,071.80
Clear Choice Window Company, LLC	\$14,405.52
Tech Development LLC	\$62,757.45
5 Star Window, Inc.	\$64,692.11
TOTAL:	\$2,435,837.88

EXHIBIT 4

FACTORLAW EXPENSES

Date	Explanation	Amount
Nov 29/2010	Facsimiles - Service of Pleading	1.32
Nov 21/2010	Facsimiles - Service of 90-day Budget	3.20
Dec 23/2010	Postage - Certified Mail	6.15
Dec 23/2010	Postage - Certified Mail	8.95
Apr 6/2012	Federal Express (Guardian Insurance)	11.02
Feb 24/2012	Federal Express - to S. Lorber	12.18
Mar 7/2011	Postage	12.20
Apr 6/2012	Federal Express (Guardian Insurance)	13.27
Mar 4/2012	Federal Express to L. Gillman	13.47
Nov 21/2011	Federal Express - to Phillip D. Levey	13.49
Feb 20/2012	Federal Express - to P. Levey	14.13
Mar 11/2012	Federal Express	14.32
Mar 29/2012	Federal Express to P. Levey	14.32
Oct 1/2012	Federal Express to Phillip Levey	14.38
Oct 12/2012	Federal Express to Phillip Levey	14.38
Apr 6/2012	Federal Express to Phillip Levey	14.44
Nov 14/2012	Federal Express to Phillip Levey	14.44
May 14/2012	Federal Express - Phillip D. Levey	14.51
Jun 15/2012	Federal Express - Phillip Levey	14.51
Feb 1/2013	Federal Express to Phillip Levey	14.96
Mar 6/2013	Federal Express to Phillip Levey	15.10
Nov 14/2011	Federal Express - to P. Levey	16.20
Dec 6/2011	Federal Express - Phillip D. Levey	16.20
Oct 18/2011	Federal Express - to Phillip Levey	16.27
Jan 20/2011	Federal Express to Phillip D. Levey	17.40
Mar 27/2012	Postage Expense - Motion to Authorize Use of Estate Funds to Pay Expert Fees and Expenses	17.55
Mar 14/2011	Federal Express to Phillip D. Levey	17.72
Jul 15/2012	Transcript of court proceedings- Adversary Pro. No. 10 A 2517(Guardian)	18.00
Apr 4/2011	Federal Express to Phillip D. Levey	18.03
Apr 13/2011	Federal Express to Phillip D. Levey	18.03
Oct 6/2011	Federal Express to Phillip D. Levey	18.27
Jul 12/2011	Federal Express to Phillip D. Levey	18.35
Jul 27/2011	Federal Express to Phillip D. Levey	18.35
Aug 11/2011	Federal Express to Gregory Star	18.35
Aug 15/2011	Federal Express to Phillip D. Levey	18.35

EXHIBIT 4
FACTORLAW EXPENSES

Aug 26/2011	Federal Express to Phillip D. Levey	18.35
Jul 22/2011	Federal Express to Phillip D. Levey	18.35
May 10/2011	Federal Express - Phillip d. Levey	18.43
May 13/2011	Federal Express - Phillip D. Levey	18.43
May 18/2011	Federal Express - Phillip D. Levey	18.43
May 27/2011	Federal Express - Phillip D. Levey	18.43
Sep 13/2011	Federal Express - To Phillip D. Levey	18.43
Sep 27/2011	Federal Express	18.43
Jun 8/2011	Federal Express to Phillip D. Levey	18.59
Jun 15/2011	Federal Express - Overnight Package to Phillip D. Levey	18.59
Jan 19/2012	Federal Express - to P. Levey	19.06
Mar 1/2012	Delivery services/messengers - Document pickup from Popowcer Katten	20.88
Dec 29/2011	Federal Express - to Bruce E. de'Medici	21.74
Nov 7/2011	Federal Express - to Joshua Greene	22.21
Feb 22/2012	Federal Express - to Angela Friddle at JPMorgan Chase	22.56
Dec 23/2010	Federal Express - Package to Christine Anderson	22.85
Jan 12/2012	Other - Parking Fee (M. Braun)	23.00
Jan 5/2011	Federal Express - Ace International Services	24.25
Jun 24/2012	Travel Expense - Braun travel to Pollack deposition on 5/15/12	25.00
Jun 24/2012	Travel Expense - Braun travel to hearing in Olde Towne on 5/29/12	25.00
Dec 27/2011	Travel Expense - Braun participation in settlement conference on 12/14/11	25.50
Jan 30/2012	Parking Fees for mediation (MB)	29.00
Dec 27/2011	Travel Expense - For document inspection at storage facility on 12/12/11	30.60
Jun 24/2012	Transcript of court proceedings- Adversary Pro. No. 10 A 2526	32.00
Nov 12/2011	Sheriff - Service on Window Depot	35.00
Sep 13/2012	Postage Expense - Service of First Interim Fee Application	37.50
Mar 24/2011	Fee - Cook County Recorder of Deeds - Welch Drywall	40.00
Mar 24/2011	Fee - Cook County Recorder of Deeds	40.00

EXHIBIT 4

FACTORLAW EXPENSES

Jan 19/2012	Witness and Mileage Fee for Subpoena to JPMorgan Chase Bank, N.A.	40.00
Jan 19/2012	Witness and Mileage Fee for Subpoena to Bank of America	40.00
Dec 29/2011	Federal Express - to Eric Van	40.45
Apr 18/2012	Fee to Bank of America for documents produced pursuant to subpoena	41.08
Dec 27/2011	Witness Fees & Mileage Fees - December December Subpoena	43.30
Feb 17/2012	Witness and Mileage Fee for Subpoena to Lloyd Gillman	45.00
Feb 17/2012	Witness and Mileage Fee for Subpoena - Lloyd & Richard Investments LLC	45.00
Jun 19/2012	Trial exhibits -Tabs for Olde Towne Trial Submissions/Exhibits	45.67
Mar 19/2012	Serve Subpoena to Produce Documents directed to SM IL LLC	48.00
Nov 16/2011	Federal Express - to Eric Van	48.20
Nov 16/2011	Federal Express - to Eric Van	48.20
Feb 22/2012	Federal Express - to Eric Van	50.39
Feb 22/2012	Process Server - Moquist Thorvilson Kaufman & Pieper	65.00
Mar 24/2011	Fee - Cook County Recorder of Deeds	66.00
Mar 24/2011	Fee - Cook County Recorder of Deeds - Total Window	70.00
Apr 27/2012	Transcript of court proceedings- Hanson's	80.00
Sep 20/2011	Witness and Mileage Fee for Subpoena to Richard Gillman	82.42
Jun 9/2011	Other - Fee to ADP for copies of Republic Employee Earnings Records	100.00
Nov 18/2011	Process Server - Service on Window Depot	125.00
Jan 6/2012	Process Server - Service on Window Depot	125.00
Dec 10/2011	Federal Express - Copying Charges	129.37
Mar 16/2012	Court Reporter - Lloyd & Richard Investments Dep. (No Show)	140.00
Apr 18/2012	Court Reporter - Attendance Fee for December December Dep.	140.00
Mar 16/2012	Court Reporter - Cancellation fee for Hemker Deposition (Olde Towne Windows)	150.00

EXHIBIT 4
FACTORLAW EXPENSES

Oct 20/2011	Process Server & Witness Fees -- Zimmerman	185.00
Oct 20/2011	Process Server & Witness Fees -William Ryan Homes - Temko Installations	222.68
Apr 29/2012	Court Reporter - Gillman Transcript	229.20
Feb 22/2012	Delivery services/messengers - Move boxes from Lynch & Stern to FactorLaw	276.47
Feb 7/2012	Process Server - Service of Subpoena and Mileage/Witness Fees for Veka, Inc.	317.00
Feb 7/2012	Deposition Expenses - Court Reporter Appearance Fee for Andrej Palczweski Dep.	360.00
Oct 20/2011	Process Server & Witness Fees -William Ryan Homes - 4M Supplies	366.13
Feb 7/2012	Deposition Expenses - Fee for Transcript of Zimmerman Deposition	375.00
Jun 1/2012	Court Reporter - Guardian Insurance - Pollack Transcript	411.50
Jan 3/2012	Process Server - Subpoenas for Ken Pellerin and Alan Miretsky(plus witness and mileage fees)	431.00
Jun 24/2012	Court Reporter - Deposition Charles Hemker (Olde Towne) -Invoices 9688	442.00
Oct 20/2011	Process Server & Witness Fees -William Ryan Homes - JWR Construction	466.94
Sep 12/2012	Software and equipment - Refurbished hard drives for Republic Server	494.12
Feb 8/2011	Photocopy Expense - C2 Legal for copying documents	626.10
Dec 23/2010	Process Server - Ace International Services, Inc. -For service on Aquasurtech in Canada	785.00
Aug 27/2012	Fee to JPMorgan Chase Bank, N.A. for compliance with subpoenas for documents for use in the American Express and other proceedings	1091.80
Dec 9/2011	Deposition Expenses - Invoices 61232, 61509 & 61754 - Gillman, Zimmerman and Palczewski	1141.75
Jul 15/2012	Photocopy Expense - Trial Submission Binders and Notebooks (American Express)	1395.80

EXHIBIT 4

FACTORLAW EXPENSES

Jul 23/2010	Outside Vendor (Notice/Service)- Motion for approval of settlement procedures	2095.71
TOTAL:		\$14,703.70